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SEPTEMBER 21, 1999

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FULBRIGHT & JAWORSKI L.L.P.
ERIK R. NORDSTROM
600 CONGRESS AVE.
SUITE 2400
AUSTIN, TX 78701



UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/08/1999

REEL/FRAME: 010099/0947
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
LUNCEFORD, BRENT

DOC DATE: 07/07/1999

ASSIGNEE:
MICROELECTRONIC & COMPUTER
TECHNOLOGY CORPORATION
3500 WEST BALCONES CENTER DR.
AUSTIN, TEXAS 78759

SERIAL NUMBER: 09351750
PATENT NUMBER:

FILING DATE: 07/08/1999
ISSUE DATE:

SEDLEY PYNE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Received *Mo*

SEP 27 1999

Docket:	P-1844-US1
Client:	UCA
Attorney:	EPN

07-21-1999



Attorney Docket No.: P-01844-US1

MLP
7-8-99

Form PTO-1619A
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: *Please record the attached original document(s) or copy(ies).*

SUBMISSION TYPE

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Document ID # _____

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Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

CONVEYANCE TYPE

Assignment

Change of Name

Security Agreement

Merger

Other: _____

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JC530 U.S. PTO
09/351750
07/09/99

CONVEYING PARTY(IES)

Name (line 1): Brent Lunceford
Execution Date: 7/7/99

Second Party

Name (line 1): _____
Execution Date: _____

Mark if additional names of conveying parties attached.

RECEIVING PARTY(IES):

Name: Microelectronic & Computer Technology Corporation
Address: 3500 West Balcones Center Drive

City: Austin
State: Texas Zip: 78759

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (*Designation must be a separate document from Assignment.*)

PAGES Enter the total number of pages of the attached conveyance document, including any attachments. 2

APPLICATION NUMBER(S) OR PATENT NUMBER(S)

Enter either the Patent application number or the patent number (DO NOT ENTER BOTH numbers for the same property)

Mark if additional numbers attached.

Patent Application No(s):

Patent No(s).:

If this document is being filed together with a new patent application, enter the date the application was signed by the first named executing inventor: _____

CORRESPONDENT NAME AND ADDRESS

Name: Erik R. Nordstrom

Internal address: Fulbright & Jaworski L.L.P.

600 Congress Avenue, Suite 2400, Austin, Texas 78701

Street address: Same

City: Austin

State: Texas Zip: 78701

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PATENT COOPERATION TREATY (PCT)

Enter PCT application number
only if a U.S. application number
has not been assigned.

PCT _____
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PCT _____

NUMBER OF PROPERTIES

Enter the total number of properties involved: One (1)

FEE AMOUNT For Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment: Enclosed (included in the check covering the filing fee), or
 Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

 Debit Account No.: 06-2375
 Authorized to charge additional fees to deposit account No. 06-2375, under order No. P-01754-US0.

STATEMENT AND SIGNATURE.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Erik R. Nordstrom
Name of Person Signing


Signature

7/8/99
Date

ASSIGNMENT

WHEREAS, Brent Lunceford, an individual, residing at City of Austin, County of Travis, State of Texas (hereinafter called the "Assignor"), has invented a certain new and useful invention entitled "**REWORKABLE ENCAPSULANT**," for which an application for a United States Patent was executed on July 7, 1999; and;

WHEREAS, Microelectronic & Computer Technology Corporation ("MCC"), a Texas corporation, having its principal place of business at 3500 West Balcones Center Drive, Austin, Texas 78759 (hereinafter called the "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to MCC all right, title and interest in and to said Invention, patents and patent applications on said Invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee right, title and interest throughout the world in and to:

1. Said Invention;
2. All applications for patent or like protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
3. Assignor covenants that Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.
4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;
5. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
6. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

7. All international rights or priority associated with said Invention, applications for patents, patents and like protection.

Assignors, their heirs, legal representatives, assigns, administrators, and executors will receive a reasonable fee, together with all expenses to be paid by Assignee, its successors and assigns, for execution of all papers and to perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Assignor:

Date: July 7, 1999

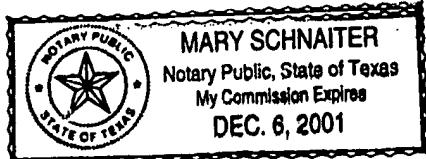
By: Brent Lunceford
Brent Lunceford

THE STATE OF TEXAS
COUNTY OF Travis

§
§
§

This instrument was acknowledged by BRENT LUNCEFORD, on this the 7 day of July
1999.

(Seal)



Mary Schnaiter
Notary Public in and for
the State of Texas

My commission expires: _____

PATENTS ONLY

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): Microelectronic & Computer Technology Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Teravicta Technologies, Inc. Internal Address: 2535 Brockton Drive Street Address: same City: Austin State: TX Zip: 78758 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Investment and Asset Acquisition Agreement Execution Date: 10/30/2000			
4. Application number(s) or registration number(s): If this document is being filed together with anew application, the execution date of the application is: A. Patent Application No.(s): 09/351,750 B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Eric R. Nordstrom FULBRIGHT & JAWORSKI L.L.P. 600 Congress Avenue, Suite 2400 City: Austin State: Texas Zip: 78701		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41)----- \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-1212/0992348</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Eric R. Nordstrom <u>Eric Nordstrom</u> <u>8-28-01</u> Name of Person Signing, Reg. No. 39,792 Signature Date Total number of pages including cover sheet, attachments and documents: <u>8</u>			

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

CERTIFICATE OF FACSIMILE TRANSMISSION
37 C.F.R. § 1.8

I hereby certify that this correspondence is being transmitted to: Commissioner for Patents, Washington, D.C. 20231, facsimile number (703) 305-7786 on the date below:

August 28, 2001

Date

Eric R. Nordstrom

INVESTMENT AND ASSET ACQUISITION AGREEMENT

THIS AGREEMENT made and entered into as of the 30th day of October, 2000, by, between and among Teravicta Technologies, Inc., a Delaware corporation (the "Company"), and Microelectronics and Computer Technology Corporation, a Delaware corporation ("MCC").

WITNESSETH:

WHEREAS, the Company has been formed for the purpose of developing, manufacturing, marketing, and selling micro-components and sub-systems for wireless and optical communications (the "Business");

WHEREAS, to further develop the Business, the Company desires to acquire from MCC certain assets, and MCC desires to transfer such assets to the Company, all under the terms and conditions of this Agreement;

WHEREAS, MCC desires to invest in the Company, and the Company desires to sell junior preferred stock of the Company to MCC, all under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

ISSUANCE AND SALE OF SHARES

1.01 Authorization of Securities. The Company will authorize the issuance and sale of One Million Five Hundred Thousand (1,500,000) shares (the "Shares") of its Series A Junior Convertible Preferred Stock, par value \$.001 per share (the "Series A Preferred Stock"), which shall have the designations, preferences, limitations and relative rights set forth in the form of the Certificate of Designations, Preferences and Rights (the "Certificate of Designation") attached hereto as Exhibit A.

1.02 Issuance and Sale of Shares. Subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, the Company agrees to issue and sell to MCC, and MCC agrees to purchase from the Company, the Shares for and in consideration of (i) the payment of the Cash Payment (as hereinafter defined) and (ii) the assignment and conveyance of the Transferred Assets (as hereinafter defined).

1.03 Delivery and Payment. On the Closing Date (as hereinafter defined), the Company will execute and deliver to MCC a certificate evidencing the Shares, against payment to the Company by MCC of the Cash Payment and the transfer, assignment and conveyance to

the Company by MCC of the Transferred Assets. The Shares to be purchased by MCC will be evidenced by a single definitive certificate therefor registered in the name of MCC.

1.04 Closing. Consummation of the transactions contemplated by this Agreement shall be effected (the "Closing") at the offices of Baker & Botts L.L.P., 1600 San Jacinto Center, 98 San Jacinto Boulevard, Austin, Texas 78701, commencing at 10:00 a.m., local time, on October 2, 2000, or at such other time and place as the parties may mutually agree. The date of the Closing is herein called the "Closing Date".

ARTICLE II

CONSIDERATION FOR SHARES

2.01 Cash Payment. On the Closing Date, MCC shall pay to the Company, by wire transfer of immediately available funds to one or more accounts designated by the Company, Two Hundred Fifty Thousand (\$250,000) dollars (the "Cash Payment").

2.02 Transferred Assets

(a) Subject to the terms and conditions of this Agreement, in consideration of the obligations of the Company as provided herein and except as otherwise provided in Section 2.03 hereof, at the Closing, MCC shall transfer, assign, convey and deliver to the Company MCC's entire right, title and interest in, to and under (i) all tangible assets and properties owned or used by MCC at the facility located on the date of this Agreement at 2535 Brockton Drive, Suite 500, Austin, Texas 78758 (the "Facility"), or otherwise specifically identified herein or in Exhibit B to this Agreement, and (ii) certain intangible assets of MCC used in connection with the Facility and described herein, including, but not limited to:

- A. the technologies described on Exhibit B hereto (the "Technologies"), and all Intellectual Property Rights therein (as that term is defined in Section 4.10 hereof), subject to certain preexisting rights of, and licenses to, third parties, as set forth in Exhibit B;
- B. all inventory, equipment, and supplies located at the Facility and as set forth on Schedule 1 to Exhibit B (the "Tangible Assets"), and all warranties, express or implied, issued to or in favor of MCC, or any of MCC's predecessors in title, from any contracts, contractors, subcontractors, materialmen, suppliers or vendors related to any of such equipment;
- C. subject to the Company obtaining any necessary permission or consent in writing, all of the existing research and development agreements, if any, with third parties relating to the Technologies, with all payments made or to be made to MCC by such third parties thereunder to be prorated as of the September 1, 2000 (the "Assumed Contracts");
- D. all right, title, and interest in and to all inventions and confidentiality agreements between MCC and those former employees of MCC who were

at any time assigned to work at the Facility, including, but not limited to, those former MCC employees listed in Exhibit B attached hereto, to the extent such inventions and confidentiality agreements relate or apply to the Technologies; and

E. originals of any and all letters patents, patent applications, and invention disclosures as well as engineering and all other files and records relating to the Technologies, including, but not limited to, those described in Exhibit B hereto; in each case subject to the prior written release and consent of each such employee with respect thereto, copies of all personnel files of the employees of MCC who are employees of the Company as of the Closing Date and those who enter into employment with the Company within thirty (30) days after the Closing Date; and copies of MCC's other business records relating to the Transferred Assets; and, in each case, in any media in which such records and files are stored.

All of such assets, properties and rights are hereinafter collectively referred to as the "Transferred Assets".

(b) MCC shall use its commercially reasonable efforts to obtain such consents of third parties as are necessary for the assignment to the Company of the Transferred Assets.

(c) Exhibit B identifies the location of all of the scheduled Transferred Assets and the locations in which Transferred Assets that are not scheduled are located. MCC shall for a reasonable period following the Closing Date provide the Company with access to all locations in which the Transferred Assets may be located so as to permit the Company to take physical possession of such Transferred Assets or to arrange for the storage or transfer of such Transferred Assets. MCC shall also notify each Person that may have possession of the Transferred Assets at the Closing of the transfer of such Transferred Assets to the Company.

2.03 Excluded Assets. Anything in Section 2.02 to the contrary notwithstanding, there shall be excluded from the Transferred Assets all government property located in the Facility, including specifically, but not limited to, the government property described on Exhibit B hereto (the "Excluded Assets").

2.04 Recording Fees. The Company shall pay any and all recording, filing or other fees relating to the conveyance or transfer of the Transferred Assets from MCC to the Company.

2.05 Sales Tax. MCC and the Company believe that the transactions contemplated by this Agreement constitute the sale of an entire operating unit or a separate division or a separate identifiable segment of a division in accordance with Section 151.304(b)(2) of the Texas Tax Code and Section 3.316(d) of Title 34 of the Texas Administrative Code, and therefore, the sale of any and all items of tangible personal property to Buyer pursuant to this Agreement is exempt from any and all state and local sales and use tax. In the event the transactions contemplated by the Agreement do not qualify for such exemption or other applicable exemption, and the State of Texas seeks to collect sales or use tax under the Texas Tax Code, Buyer shall be liable and

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day
and year first above written.

TERAVICTA TECHNOLOGIES, INC.

By: Robert F. Miracky
Robert F. Miracky, President

MICROELECTRONICS AND COMPUTER
TECHNOLOGY CORPORATION

By: E. Glenn Gaustad
E. Glenn Gaustad, President

Robert F. Miracky
*Robert F. Miracky, Individually as a Stockholder

Claude Hilbert
*Claude Hilbert, Individually as a Stockholder

John H. Delfeld
*John H. Delfeld, Individually as a Stockholder

*Messrs. Miracky, Hilbert and Delfeld have
executed and delivered this Agreement for the
limited purposes set forth in Sections 5.07 and
5.08 of this Agreement.

EXHIBIT B

1. A list of the Technologies is set forth in Annex 1 to this Exhibit B and forms a part hereof.
2. A list of certain equipment located at the Facility is set forth in Annex 2 to this Exhibit B and forms a part hereof.
3. A list of certain research and development agreements is set forth in Annex 3 to this Exhibit B and forms a part hereof.
4. A list of certain former employees of MCC who were at any time assigned to the Facility is set forth in Annex 4 to this Exhibit B and forms a part hereof.
5. A list of certain letters patent, patent applications and invention disclosures relating to the Technologies appears in Annex 1 to this Exhibit B.
6. A list of certain government property located at the Facility is set forth in Annex 5 to this Exhibit B and forms a part hereof.

ANNEX I TO EXHIBIT B

Set forth below is a description of each of the Technologies, as limited by (a) the respective current intellectual property positions and (b) origins of such Technologies and, with respect to each of such Technologies, all existing rights of, and licenses to, third parties, including, but not limited to, the rights of the MCC Shareholders (defined below) to licenses as set forth in MCC's Master Plan for Transfer and Licensing of Technology, as amended, attached hereto and made a part hereof.

Technology	IP Position	Origin
1. Metal MEMS process	Trade secrets	DARPA contracts: N00014-99-C-0299 N00014-98-C-0167
Subject to the rights reserved by the U. S. Government pursuant to the contracts referenced in the Origin Column.		
2. MEMS Capacitor Switch	Patent application in preparation (by Harris Corp.)	Contract between MCC and Harris Corp. joint invention
Subject to the rights of Harris Corp. pursuant to the contract referenced in the Origin Column.		
3. Laminate high-density interconnect process	Trade secrets	HSTSS STRICOM contract: N61339-99-C-0023
Subject to the rights reserved by the U. S. Government pursuant to the contract referenced in the Origin Column.		
4. COBRA (Clip-On-Board Reliable Aftercoat)	US Patent Appl. Ser. No 09/351,750 Trade secrets	MCC Strategic Research
Subject to (i) existing rights granted to 1999 Participants in MCC Strategic Research (as defined below) and (ii) existing rights granted to Harris Corp. and Rockwell International pursuant to the contract referenced in Annex 3 to this Exhibit B.		
5. Conformal interconnect process	Trade secrets	MCC Strategic Research Tech report SRI-011-00
Subject to existing rights granted to 1999 - 2000 Participants in MCC Strategic Research (as defined below).		
6. RPM/FMM MCM customization design & process	US Patent 5,544,018 Trade secrets	DARPA/FBI contracts: J-FBI-89-103 J-FBI-94-210
Subject to the rights reserved by the U. S. Government pursuant to the contracts referenced in the Origin Column.		

7.a	QTAI routing tool	US Patent 5,187,671	Low Cost Interconnect Project Software source code
Subject to (i) existing licenses granted to Participants in the Low Cost Interconnect Project (as defined below) and (ii) existing rights of MCC Shareholders (as defined below) to receive a license of such technology in the future.			
7.b	FMM routing tool	Trade Secrets	DARPA contract J-FBI-94-210 Enhanced software source code
Subject to (i) the rights reserved by the U. S. Government pursuant to the contract referred to in the Origin Column, and (ii) existing licenses granted to Participants in the Low Cost Interconnect Project (as defined below).			
8.	Free space optical interconnect	Trade secrets	MCC Strategic Research Invention disclosures
Subject to existing rights granted to 1999 – 2000 Participants in MCC Strategic Research (as defined below.)			
9.	MEMS comb drives with two degrees of freedom	Trade secrets	MCC Strategic Research Invention disclosure
Subject to existing rights granted to 1999 – 2000 Participants in MCC Strategic Research (as defined below.)			
10.	Optical micro-components using NLOP	Trade secrets	MCC Strategic Research Internal briefing documents dated April 26, 2000 and May 15, 2000
Subject to existing rights granted to 2000 Participants in MCC Strategic Research (as defined below.)			

The terms referenced above are defined for purposes of this Annex I as follows:

Participants in MCC Strategic Research:

(a) For calendar year 1999: 3M, NCR, SAIC/BELLCORE, (now SAIC/Telecordia), GENERAL DYNAMICS, HEWLETT PACKARD (including Agilent Technologies), KODAK, MOTOROLA, NORTEL, RAYTHEON, TRW, LOCKHEED MARTIN, TEXAS INSTRUMENTS, SW BELL, HONEYWELL, NSA, MOBIL

(b) For calendar year 2000 (through August 31): 3M, NCR, SAIC/BELLCORE (now SAIC/Telecordia), GENERAL DYNAMICS, HEWLETT PACKARD (including Agilent Technologies), KODAK, MOTOROLA, NORTEL, RAYTHEON, TRW, LOCKHEED MARTIN, TEXAS INSTRUMENTS, MOBIL

Participants in Low Cost Interconnect Project: HARRIS CORPORATION, GENERAL DYNAMICS INFORMATION SYSTEMS (FORMERLY COMPUTING DEVICES INTERNATIONAL) AND 3M